

Cover Sheet for Request for Proposal RFP #030100 – ON LINE AUCTION SERVICES

If you are submitting a Bid or Response to this Request for Proposal (RFP):

1. Appropriately <u>Label</u> your documents in a sealed envelope or box;

<u>and</u>

2. <u>Deliver</u> the sealed documents to the Office of the <u>City Clerk</u>;

and

3. Be certain that your submittal is <u>date and time</u> <u>stamped</u> by the office of the City Clerk.

4.

Courier Delivery Address 1 East First Street, 2nd Floor Reno, NV 89505

P.O. Box 1900 Reno, NV 89505 (775) 334-2080 (775) 334-2409 fax taylorm@reno.gov



Date: September 3, 2013 Request for Proposal No. 030100 THIS IS NOT AN ORDER

INVITATION AND ADVERTISED REQUEST FOR PROPOSAL

Sealed bids in response to this RFP will be received until 3:00 pm at the Office of the City Clerk, City Hall, 1 East First St., Reno, NV 89501 on September 19, 2013. Submitted responses will be publicly opened and read aloud at 3:05 pm September 19, 2013.

The City of Reno is currently accepting sealed bids in response to this RFP for Online Auction Services. It is the express intent of this RFP solicitation to award to the lowest responsive, responsible Proposer(s) to provide these services to the City of Reno. If you propose to provide services or equipment other than what is specified to conform to performance standards, a complete and detailed manufacturer's specifications must be included in your response. You may attach additional pages, if needed, but those pages must be appropriately labeled. The City of Reno will determine if any substitutions submitted are sufficiently equivalent to the equipment specified.

This solicitation is made in compliance with Nevada Revised Statute 332. Any appeal and or Protest shall be in conformance with 332.068 and the protest requirements stated in this RFP.

Technical questions and other assistance regarding this solicitation must be directed to Matthew Taylor at taylorm@reno.gov and Jill Olsen at olsenj@reno.gov.

Per the attached Terms, Conditions, and Requirements

Firm Name	In compliance with this Request for Proposal and subject to all Terms and Conditions thereof,
Address	the undersigned offers and agrees, if Bid is accepted, to furnish any or all of the items or
City Zip	services listed herein at the fees and term
	pages of this Request for Proposal.
Telephone	Signature
Fax	Print Name
E-Mail	Print Title

SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES OF PROPOSAL

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#### REQUEST FOR PROPOSAL PROCESS AND RULES

#### 1. Request for Proposal Schedule

Schedule of Events	Date	
RFP Released	September 3, 2013	
Last Day to submit Questions	Last Day to submit Questions September 9, 2013	
All Addendums to be posted to reno.gov by September 11, 201		
Sealed Proposals Due to City of Reno September 19, 2013		
PROPOSED Award Date by City Council October 2013		
Implementation	TBD	

The City of Reno reserves the right to modify this schedule at The City's discretion. Notification of changes in the Request for Proposal, due date, and deadline for questions will be posted on the City website at <a href="www.reno.gov">www.reno.gov</a> or as otherwise stated herein. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of the City.

#### **Description of Scheduled Events**

<u>Deadline For Questions</u> – The deadline for any questions concerning the Request for Proposal is September 9, 2013 at 3:00 pm local time (Reno). The City will not respond to any questions submitted after the deadline.

<u>All Addendums to be posted by</u> – All addendums to the Request for Proposal shall be posted to the City's website at <u>www.reno.gov</u> no later than 5:00 p.m. local time (Reno) on September 11, 2013. All proposals submitted for this Request for Proposal <u>must</u> have all addendums attached and acknowledged. Any proposal that does not include the addendums will be rejected.

<u>Sealed Proposals due to City</u> – The due date for the sealed Request for Proposal response is September 19, 2013 at 3:00 p.m. local time (Reno). All proposals received after the date and time set for receipt will be disqualified from consideration and rejected. The City will not consider or be responsible for errant delivery or late performance by courier service.

#### 2. Questions/ Clarifications

Questions regarding the Request for Proposal must be submitted by the scheduled deadline and be directed to the Finance Department via e-mail at <a href="mailto:taylorm@reno.gov">taylorm@reno.gov</a> in writing. A copy of any questions should also be sent to Jill Olsen at <a href="mailto:olsenj@reno.gov">olsenj@reno.gov</a>.

If any questions or responses require revision to this solicitation as originally published, such revisions will be by formal addendum only. If the solicitation includes a contact person for technical information, any oral or written representations made by this or any person shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the City. To determine whether any representations made require an amendment be issued, please contact Matthew Taylor, Senior Management Analyst, at (775) 334-3104.

#### 3. Addendums

All addendums to this Request for Proposal shall be issued by the City of Reno in writing. Material changes affecting the content or cost estimate submitted by the Proposer will not be considered unless sanctioned by the City through a written addendum.

#### 4. Exceptions

A Proposer who believes RFP specifications are unnecessarily restrictive or limit competition may state and explain so on the Exceptions page of this RFP. Noted Exceptions will be considered in the RFP evaluation.

The City of Reno will promptly respond in writing to each written objection and where appropriate, issue all revisions, substitutions, or clarifications via addenda. Objections of technical or contractual requirements shall include the reason for the objections, supported by documented factual information, and any proposed changes to the requirements.

#### 5. Request for Proposal Receipt and Opening Time

It is mandatory the RFP is **signed by a duly authorized representative of the firm,** time stamped and received at City of Reno City Clerk's Office no later than 3:00 pm, September 19, 2013.

#### Late bid proposals shall be disqualified from consideration.

Sealed bid proposals shall be opened at City of Reno City Hall Offices at 3:05 pm, September 19, 2013.

#### 6. Preparation of RFP

Proposer shall examine all specifications, specific instructions, and terms and conditions of the Request for Proposal. Failure to do so will be at Proposer's risk.

Any addenda issued will become an integral part of the RFP. The Proposer shall be required to acknowledge receipt of the same by signing and returning the addenda with the original RFP document.

Proposer shall furnish the required information typed or written in ink. The person signing the RFP must initial erasures or other changes in ink. In the space provided, a duly authorized representative of the proposing firm shall sign the RFP document.

#### Proofread proposals carefully to avoid errors.

Prices quoted shall be F.O.B. destination, within the Reno/Sparks general area and shall be inclusive of all costs and exclusive of Federal and State taxes.

In the event of a difference between a unit price and the extended price, the unit price shall govern.

Technical specifications contained herein shall be considered "optimum". However, a Proposer deviating from the specifications must specify in the exception section any and all exceptions. Failure to note exceptions shall be interpreted to convey that the Proposer shall propose to perform in the manner described and/or specified in this RFP solicitation. Alternate bid proposals shall be considered provided said alternate (s) are fully described and accompanied by brochures literature specifications or a combination thereof. The City's decision with respect to equivalents shall be final.

#### 7. Submission of Request for Proposal

#### Proposer shall sign and return the ENTIRE RFP DOCUMENT.

RFPs and addenda thereto shall be enclosed in a sealed envelope addressed to the City of Reno, City Clerks Office, P.O. Box 1900, Reno, NV 89505. Bid proposals must be identified as ONLINE AUCTION SERVICES RFP #030100. Proposers are cautioned that the City postal pickup is one time per day at approximately 7:15 am. bids that are not in the Postal Box for pickup on the due date shall be considered late.

In order for a bid proposal to be considered, it shall be mandatory that it be received and time-stamped at City of Reno, City Clerk's Office no later than the receiving time specified in the RFP document.

The City of Reno shall not be responsible for the premature opening of a bid proposal, which is not properly addressed or identified.

A bid proposal submitted by electronic telephone, telegraphic notice, or facsimile will not be accepted.

Prices offered shall <u>only</u> be considered if they are provided in the appropriate space(s) on the RFP schedule. For consideration, any additions or deductions to the RFP prices offered must be shown under the exception section of the RFP. Extraneous numbers, prices, comments etc. appearing elsewhere on the bid proposal shall be deemed to have no effect on the prices offered in the designated locations.

The City of Reno shall provide a copy of the bid results to those Proposers requesting such, provided that a stamped, self-addressed envelope is included with the Proposer's response.

#### 8. Late Response/Bid Submittal

A bid proposal received after the specified time will be rejected and marked "LATE BID – DO NOT OPEN."

# PROPOSERS NOTE THAT THE RECEIVING TIME IS DIFFERENT FROM THE OPENING TIME.

#### 9. Withdrawal of Response/Bid

A bid may be withdrawn by written or telegraphic notice, provided such a notice is received prior to the date and time set for the bid opening. A request for withdrawal of bid received after the scheduled bid opening will not be considered.

#### 10. Joinder Provision

In accordance with the provisions of NRS 332.195, certain other public entities may participate in this joinder procedure for agreements unless otherwise stipulated under the exceptions section of this RFP, other local governmental agencies may join in a resultant award with the permission of the successful Proposer and the City of Reno.

Any joinder entity shall have all the rights as stipulated for the required services in accordance with the procedures of the Accounting and Purchasing Departments of the public entities involved.

Within the scope of this Request for Proposal, The City of Reno shall be held harmless in any and all transactions between the Proposer and the other participating governmental entities.

The Proposer shall acknowledge the joinder process and shall acknowledge The City of Reno as the situs of the RFP procedure.

#### 11. Quantities Serviced

There shall be no guarantee as to the actual amount of material that is to be delivered during the period of time that this Request for Proposal is in effect.

#### 12. Scope of Services and Requirements

The City's requested scope of online auction services and specific service needs are set forth in **ATTACHMENT A**.

#### 13. Specification Restrictions

The specified technical information shall in no manner be construed as restrictive to the manufacturer, process or point of origin. References appearing restrictive shall be deemed inadvertent or employed as a descriptive device to delineate as to the quality, or configuration.

Offers made as an alternate to those specified shall be given consideration in the RFP evaluation process <u>PROVIDED</u> said alternatives are fully described using brochures, specifications, literature, or any combination thereof, accompanying and deemed an integral portion of the Proposer's response.

The City of Reno shall solely determine the acceptability of all offerings.

#### 14. Exceptions to Specifications

Utilizing space provided on the RFP, Proposers shall note any and all exceptions to the specifications and/or terms and conditions contained herein. Submittal of a specification sheet alone shall not be considered sufficient notification of exceptions.

Failure to note exceptions on the RFP Schedule shall be interpreted that the Proposer will perform in the manner described and /or specified in this Request for Proposal.

The City of Reno reserves the right to accept or reject any and all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to the City of Reno

#### 15. References

Proposers shall provide verifiable references for **Online Auction Services**, **RFP** #030100 as specified in this Request for Proposal. Additional references may be provided.

On the references listed, please provide the following information:

Name of entity

Name, phone number and contact person within the above listed organization Type of product/service provided

Failure to provide references may result in rejection of the Proposer's response.

#### 16. Guarantee/Warranty

The successful Proposer shall agree to replace and/or redo, at no cost to the City of Reno, any products or services purchased that are deemed unacceptable for any reason resulting from deviations of the specifications contained herein, or as a result of improper procedures, and/or improper handling by the successful Proposer.

In the space provided, the Proposer shall state the nature and limitations of the guarantee/warranty that shall apply to **Online Auction Services**, **RFP #030100**.

#### 17. Tax Exemption

The City of Reno is exempt from Nevada State Sales Tax by act of the Nevada State Legislature, NRS 372.325, which exempts all local governments within the State of Nevada. The City of Reno is also exempt from Federal Excise Tax.

#### 18. Pricing

In the space provided, Proposers shall state their prices for Online Auction Services, RFP #030100.

Pricing shall be inclusive of <u>ALL COSTS</u> such as per diem, travel time, hotel costs and all other expenses relating to the products/service purchased.

Prices shall be exclusive of all Federal and State of Nevada sales, use and/or excise taxes.

#### 19. Discount and Payment Terms

Prompt payment discounts, payments and payment terms will <u>not</u> be considered in recommending the RFP award if the prompt payment discounts, payments and payment terms are requested at less than twenty (20) days.

The City of Reno normal payment terms are "Net 30 days." If the Proposer wishes to take exception to the terms as stated, any exception must be noted in the Exception Section of the Request for Proposal.

The beginning of the discount and/or payable period will be computed from the date of satisfactory completion of services, and/or the date of receipt of a correct invoice by the City of Reno accounts payable department, whichever is later. Payment is deemed made as of the date on the City of Reno warrant.

#### 20. Billing

The successful Proposer shall invoice the City of Reno and reflect the purchase order number, be itemized and show the name of the authorized individual who placed the order. Original or a copy with authorized, original signature is required.

All original billings should be addressed to:

City of Reno P.O. Box 1900 Reno, NV 89505

Attention: Accounts Payable

A copy of the billing should also be sent to the Finance Department.

#### 21. RFP/BID Evaluation

Bid proposals shall be evaluated with considerations being price, responses to questions posed within the RFP document related to process, references and on the basis of conformance to specifications, terms and conditions of the Request for Proposal as stated herein. Additionally, further detail relating to the selection of a vendor is in Attachment A.

#### 22. Cancellation

The City of Reno reserves the right to cancel a resultant Agreement upon thirty (30) days written notice. Cancellation may occur in the event the type, quality and/or work is unsatisfactory to the City of Reno.

In the event the successful Proposer does not perform in an acceptable and/or satisfactory manner or is in default for whatever reason, the City of Reno reserves the right to cancel the resultant agreement and to assess cover charges for any difference between the original bid price and the cost to procure said product/service from an alternate source.

In the event that successful Proposer shall default or is terminated for default, they shall not be considered a responsible Proposer for **Online Auction Services, RFP #030100** and shall be recommended to the Reno City Council, for debarment from doing business with the City of Reno for at least one (1) year after the termination of the term of the defaulted agreement.

#### 23. Termination

The resultant contract may also be terminated upon thirty (30) days written notice by the City of Reno without cause.

#### 24. Assignment

No Assignment of any agreement resulting from the award of this RFP shall be allowed, including the right to receive payment, without the express written permission of the City of Reno.

This Section Left Intentionally Blank

#### REFERENCES

In the space provided below, Proposers shall provide the name, address, telephone number and contact person of the customers for whom they have performed for as described in this Request for Proposal.

Name, Address, Phone #, Contact Person	
1.	
2	
<b>Business License Number, Effective dates</b>	and Jurisdiction
business enterprise by any governmental aggovernment agency:  Date of certification:	fied as a minority, women-owned or disadvantaged gency?YesNo if yes, please specify of Reno encourages minority business participation;
	f Reno will make reasonable accommodations for oposals RFPs or attend a bid opening by contacting e.
Suspension, and implemented at 34CFR Par	quired by Executive Order 125.49, Debarment & rt 85, the Proposer certifies that it and its principals used for debarment, declared ineligible or voluntarily Department or Agency.
Printed Name & Position	Signature

#### GENERAL TERMS AND CONDITIONS

#### 1. Notice of Rights

- The City of Reno reserves the right to reject any or all bids or any part thereof.
- The City of Reno reserves the right to waive any minor informalities or irregularities.
- The City of Reno reserves the right to require such surety as may be deemed necessary for the protection of the City of Reno, or to ensure the satisfactory performance of a contractor in accordance with the specifications and RFP documents.
- The City of Reno reserves the right to withhold award for a period of ninety (90) days from the date of bid opening.
- The City of Reno reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the City's best interest. Bids identified on the basis of "All or Nothing" will be excluded from this provision.
- The City of Reno is a tax exempt public entity and is not subject to federal excise, state, or local taxes. No additional taxes may be added or "passed through".
- The City of Reno <u>may</u> require a full demonstration of any item bid at vendor's expense.

#### 2. Submittal of Bid Proposals

- Bids must be submitted in accordance with any document attached hereto and made an integral part hereof.
- Proposers are expected to examine these documents carefully. Failure to do so will be at the Proposer's risk.
- Bids should be proofread carefully for any errors.
- Any irregularities or lack of clarity in any of the RFP documents attached hereto should be brought to the attention of the City of Reno as soon as possible so that corrective addenda may be furnished to all Proposers.
- Alterations/erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Corrections must be initialed in ink by each person signing the RFP.
- In the case of a difference between written words and figures, the amount stated in written words shall govern.
- In the case of a difference between a unit price and the extended price, the unit price shall govern.

All additions, deletions or exceptions are to be listed on the page marked as such. If there are none, print "NONE" and return the page with the submitted RFP. Failure to return or sign the exception page will be presumed as no exceptions are being taken and all terms, conditions, and specifications are being met. Any pricing information being offered MUST either be submitted on the RFP document cost sheet or specifically detailed on the "Exception Page". Pricing information offered in other areas of the RFP package WILL NOT be considered.

Proposers shall note that alterations in the RFP language shall be cause for bid rejection. If exceptions are taken or alternatives offered, complete descriptions must be shown separately.

All prices quoted shall be F.O.B. destination. No additional charges for freight, packaging, handling, etc., shall be allowed.

Proposers are instructed to use City RFP forms and complete the requested information fully, i.e., pricing, RFP schedules, specification descriptions, exceptions, disclosure of principals, etc. Failure to do so may be cause for rejection of bid. If additional space is needed, attach additional sheets referencing the appropriate section.

#### 3. Award of Contract

- A. In awarding the contract, in addition to price, the City may consider the following:
  - a. The ability, capacity and skill of the Proposer to perform the contract or provide the service required;
  - b. Whether the Proposer can perform the contract or provide the service promptly, and within the time specified without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
  - d. The quality of performance on previous contract;
  - e. The previous compliance of laws by the Proposer;
  - f. The financial responsibility of the Proposer to perform the contract or provide the service;
  - g. The limitations of any license the Proposer may be required to possess;
  - h. The quality, availability, and adaptability of the product or service;
  - i. The ability of the Proposer to provide future maintenance and service;
  - j. The number and scope of conditions attached to the RFP;
  - k. The life-cycle, maintenance and performance of the equipment or product being offered; and
  - 1. Any other basis as allowed by law.
- B. A purchase order, mailed or otherwise furnished by the City to the successful Proposer, is a binding contract without further action by either party.
- C. The Purchasing Division will notify all unsuccessful Proposers of the proposing results, and will return with such notice any surety held for bonding.
- D. The resultant contract may not be assigned, transferred or delegated, along with any rights, obligations or duties without prior written consent of the City of Reno.
- E. The technical specifications contained herein shall be considered "optimum" to the standard material, and is not intended to restrict bids, evaluation of bids, and recommendation for award of the material to specific manufacturer or from a specific point of origin. Alternatives and/or exceptions to the specifications shall be given consideration in the resultant RFP evaluation

#### **PROVIDED**:

1. Each alternative and/or exception shall be entered on separate sheets stating page number, item, and/or sub-item number and a detailed description of all items offered as alternatives or exceptions.

- 2. However, the City of Reno shall reserve the right and privilege to accept or reject any or all bids offered in response to the RFP, based solely on the judgment of City of Reno staff as to the value of the offers to the City of Reno.
- F. The resultant agreement may be extended at the discretion of the City if determined to be in the best interest of the using agency.
- G. Performance standards shall be construed that Proposer shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures to perform the contract subject to the City's final approval.

#### 4. Funding Out Clause

In the event the City of Reno fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against an agreement resulting from this Request for Proposal, necessitating cancellation of the Agreement, the successful Proposer(s) shall agree to hold the City of Reno free from any charge or penalty.

#### 5. Default of Contract

- A. In case of default by the contractor (successful Proposer), the City may procure the product(s) or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- B. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper adjustment in price.
- C. Default by the Proposer in any manner including failure or refusal to furnish any product(s) or service at the price and/or the time specified in the RFP may be considered cause to commence with proceedings against any surety held with the bid, or assess a penalty equal to five (5) percent of the total bid price.

#### 6. Protest/Appeal by Unsuccessful Proposer

- A. Proposer may appeal a pending award prior to action by the Reno City Council as established in NRS 332.068.
- B. Proposer must submit a written appeal in accordance with the requirements set forth herein to the City of Reno within five business days from the date of the letter notifying of intent to award the contact associated with this RFP.
- C. The protester/appellant must post a bond with the written appeal with good and solvent surety authorized to do business in the State of Nevada in an amount equal to 25% of the value of the contract with the Purchasing Division in order to have their appeal heard by the City Council. Any and all bonds are subject to the approval of the Reno City Attorney. In the event the appeal is not upheld by the City Council, a claim may be made against the bond in an amount equal to the expenses incurred and other monetary losses suffered by the City because of the unsuccessful appeal/protest.
- D. The route of appeal is the Assistant Finance Director, Finance Director and City

Manager, or designee, and must be followed sequentially.

E. No bid protests will be heard by the Reno City Council unless the Proposer has followed the appeal process.

#### F. Claims against Protest Bonds:

The City shall not make a claim upon any protest bond or other security unless and until the basis of that claim is considered and approved by the City Council. The City may:

- 1. Claim its regular staff time and costs in processing, considering and/or defending against an award protest.
- 2. Claim any necessary extraordinary staff overtime incurred in processing, considering and/or defending against an award protest.
- 3. Claim the City Attorney's time and costs in processing, considering and/or defending against an award protest.
- 4. Claim any resulting fees and costs incurred to any independent contractors, consultants or contracted attorneys utilized in processing, considering and/or defending against an award protest.
- 5. Claim any lost expenditure savings, lost revenue and other consequential financial damages resulting from the protest's automatic stay of the award of a contract to a selected solicitation response.
- 6. Claim any lost gifts, lost grants or other lost government or private financial participation resulting from any delay caused by the protest's automatic stay of the award of a contract to a selected solicitation response.

#### G. Protest Bond Risk Inquiry—Procedure:

As soon as possible after an award protester has posted a protest bond or other security, the soliciting City department or agency shall provide a written non-binding estimate of the basis of potential claims unique to the circumstances of the contract award(s) stayed by the protest, without disclosing any information in the bid response that must remain confidential until an award decision is final. From this estimate, the protester shall be responsible for calculating the risk(s) of proceeding with a protest to a final decision by the City Council. A protester may withdraw a protest in writing at any time prior to a decision of the City Council, but any withdrawal more than seven (7) calendar days after the issue date of the City's estimate of the basis of potential claims shall, upon City Council's approval of the claims, be subject to claims against the bond or other security of the withdrawing protestor prior to its return to the protester. At a minimum the estimate of the basis of potential claims shall include:

- 1. If relevant, the date the current contract expires.
- 2. If relevant, the rate per year paid (or revenue earned) on the current expiring contract.
- 3. If relevant, the cost per year to complete the solicitation's anticipated work with City staff, equipment and materials.
- 4. The date the stayed contract award would have begun in the absence of the protest and its anticipated term.
- 5. The estimated rate per year to be paid (or revenue earned) on the stayed contract award.

- 6. The rate per hour to be paid to any relevant independent contractors, consultants or contracted attorneys as a result of the protest.
- 7. An estimate of any anticipated staff time and costs in processing, considering and/or defending against the protest.
- 8. An estimate of necessary extraordinary employee overtime salary in processing, considering and/or defending against the protest
- 9. The rate per hour for City Attorney services and any estimated costs in processing, considering and/or defending against the protest.
- 10. Disclosure of the amounts of any gifts, grants or other government or private financial participation that might be lost due to the protest.
- 11. Disclosure of any known seasonal, labor, equipment or materials costs that are materially time-sensitive and might result in financial damages to the City due to the protest.
- 12. Disclosure of any other anticipated consequential financial damages

#### 7. Bonds Required

Each bid submitted in response to this RFP shall be accompanied by a certified or cashier's check, or **bid bond**, in the amount of five percent (5%) of the total bid amount, payable to the City of Reno, Nevada. This bid bond may serve as a penalty in the event the Proposer does not, within ten (10) working days after receipt of written notice that the contract has been awarded, enter into a contract with the City of Reno.

The successful Proposer shall be required to furnish a **performance bond** in the amount of one hundred percent (100%) of the contract insuring faithful performance of all terms. All bonds shall be subject to the approval of the Reno City Attorney. Bonding figures shall be construed as the total possible net cost to the City.

#### 8. Insurance Requirements

Successful Proposer(s) shall procure and maintain Comprehensive or Commercial General Liability Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A.VII or above. MINIMUM acceptable policy limits shall be in an amount of not less than one million dollars (\$1,000,000.00), combined, single limit, occurrence based policy, in a form satisfactory to the City. A certificate of insurance evidencing said coverage shall be supplied by successful Proposer upon request, naming the City as an Additional Insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until thirty (30) days prior written notice of cancellation has been received by the City.

Successful proposer(s) shall be required to provide to the City of Reno evidence of the Proposer's workers' compensation coverage as required by the State of Nevada.

# **EXCEPTIONS**

Does the Proposer take exception to any of the to and attachment thereto, or specifications? specific nature of the exception or clarification, is sheet(s) if necessary.	Yes No If yes, please indicate the
Firm Name	In compliance with this "Request for Proposal" and subject to all Terms and
Address	Conditions thereof, the undersigned offers and agrees, if this bid is accepted to furnish
City            State	any and all goods and services described herein at the prices, terms and delivery stated.
Telephone	
Fax	Print Name
E-Mail	Print Title
Proposers Federal Tax ID # (May be requested at a later date)	

If further space is required, please attach additional sheets

# DISCLOSURE OF PRINCIPALS

# Please print or type

Company Name	Telephone Number with area code
Street Address	Facsimile Number with area code
City, State and Zip Code	Federal Tax Identification Number
Names of Officers or Owners of Concern, P	artnership, Etc
Name	Official Capacity
Street Address	City, State and Zip Code
Name	Official Capacity
Street Address	City, State and Zip Code
Name	Official Capacity
Street Address	City, State and Zip Code
Name	Official Capacity
Street Address	City, State and Zip Code
Name	Official Capacity
Street Address	City State and Zin Code

I/ we hereby certify the Instructions a	and Terms and Conditions have been read and agree to:  (Print)	
	A 11	
	Address	
	Phone	
	r none	
	Fax	
Representative		
	Print Name	
	Signature	
Vendor acknowledges	pages of this RFP. Date	

This Section Left Intentionally Blank

#### <u>ATTACHEMENT A – SCOPE AND REQUIREMENTS</u>

1. The Contractor will provide a full service program to the City to collect and sell off invoiced property that has been collected by the City through regular acquisition practices or through the process of its law enforcement operations. All property collected shall be sold by auction over the internet to be highest bidder. Purchasers of any such property shall pay for items of invoiced property purchased at auction by credit card.

Contractor will pick up all invoiced property designated for internet auction at the designated City facilities and transport them to its own storage facilities for processing and auction.

- 2. The services to be provided by Contract will also include the following:
  - a. All sorting and grouping of all invoiced property
  - b. Bar coding of all items
  - c. Assuming all responsibility for determining and executing all aspects of selling all merchandise
  - d. Processing all invoiced property to add value
  - e. Tracking and reporting the location and movement of all invoiced property as well as internal control and all necessary record keeping
  - f. Order processing, payment, collection, packaging, shipping and customer service
  - g. The assumption of the entire costs and risks for all processing and collection of invoiced property
  - h. Advertising and promotion of all property sales
- 3. Contractor will maintain its own internet web site for internet auctions. Contractor will also take the necessary measures to ensure both hardware and software protection for its data. Contractor will also take all necessary steps to insure the security protection of credit card information of internet auction purchasers as well as any personal information provided by purchasers. The Contractor may not display or use the City of Reno's logo on their web site without the express written authorization of the City.
- 4. The City shall retain full title over all invoiced property until such time as the property is successfully auctioned and title is transferred to the successful purchaser at auction. The City may also withdraw any item from auction prior to its being sold, and it may impose minimum bids on property at its discretion. Once items are picked up by Contractor, the City will no longer bear any risk of loss of or damage to the items. Moreover, the City shall be indemnified by Contractor against any claims made by the purchaser of items sold at auction. Should an item of invoiced property need to be returned by the purchaser of the item, the City will only be responsible for the returning the portion of the sales price that was remitted to it by Contractor under this bid.

- 5. Contractor will comply with the requirements of the Electronic Signatures and Records Act (ERSA) with respect to providing alternative access so that those members of the public who do not have internet access will be able to enter bids for the items to be auctioned.
- 6. All costs to prepare vehicles and equipment for auction shall be borne by the Contractor. This shall include the removal of all seals, stickers, and identifying decals prior to the sale of the equipment. Additionally, the Contractor shall bear or collect any applicable sales taxes and fees from the buyer. The Contractor shall comply with all City, State, and Federal laws and regulations as they pertain to the sale of property.
- 7. The City reserves the right to conduct audits and inspections of all contractor facilities and merchandise on a regular and unannounced random basis.
- 8. If the City discovers any objectionable material on Web pages utilized by the Contractor to sell City property, the City reserves the right to demand the removal of such objectionable material. If such objectionable material is not removed within five (5) business days, then the City reserves the right to discontinue internet auctions of its invoiced property.
- 9. When required, Contractor shall hold licenses to sell certain types of property.
- 10. Employees, officers, and agents of the Contractor shall not be authorized to bid on City and Federal property when it is auctioned.
- 11. Contractor shall maintain active bidder lists and notify individuals with Reno addresses of any auctions that include property from the City. Acceptable forms of notifications include U.S. mail, email, fax, or telephone. The City shall forward all auction inquiries and prospective bidder information to the Contractor for list inclusion. The City shall not maintain a list.
- 12. Contractor is required to provide the following record to ensure receipt and disposition of all property it sells for the City:
  - a. Detailed Consignment sales re-cap sheet by City containing property description, City asset number if applicable, complete vehicle identification number, sales price, owning agency budget account number, auctioneer commission, reimbursement to City and bidder number.
  - b. Complete bidder list including name, address, and assigned bidder number.
  - c. Clerking sheets produced during the auctions which record the item, sales price, and bidder number of the buyer.
  - d. The books, records, documents and accounting procedures and practices of the Contractor relevant to this service shall be subject to the inspection, examination, and audit by the City of Reno.

13. Pursuant to NRS 332.195, this contract shall be made available for use by cities, counties, school districts, and other political subdivisions of the City of Reno. Entities may utilize this contract by participating in regularly scheduled auctions in Reno, or on terms mutually agreed upon between the Contractor and the political subdivision. The City does not guarantee the use of this contract by other government agencies.

#### 14. Pricing

- a. The Contractor is required to make payment in full to the City of Reno no later than ten (10) working days from the date of the auction.
- b. The City of Reno will not be liable for Federal, State, or Local excise taxes.
- c. Cost Schedule

CHARGES TO THE CITY OF RENO	COST/PRICE/FEE
Fixed Price on all Auctions	
Removal of an official markings on vehicles and other property	
Miscellaneous property removal from Reno are to auction facility	
Miscellaneous property removal from outside Reno	
Towing of vehicles from Reno to the auction facility	
All costs for preparation of property for sale, such as cleaning and smog inspections	
Painting of vehicles	
Transports of heavy equipment and other items requiring specialized treatment.	
Storage of specialized items (i.e. aircraft, ice rink or perishable items)	
Auction expenses	
Personnel expenses	